

## **Amendment 2 - MBTA Minimum Insurance Requirements**

The Contractor shall carry and maintain, throughout the term of this Contract, including any extensions thereof, all insurance required under this section.

### **A. Commercial General Liability Insurance**

The Contractor shall carry and maintain Commercial General Liability Insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use), personal injury and advertising injury with limits not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. Terms and conditions for required insurance shall include:

1. Policy Endorsement deleting any exclusion for work within 50 feet of rail.
2. Required insurance coverage specified above shall be placed with insurance companies licensed and/or authorized by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better.
3. Required insurance shall be taken out before the Contract is commenced and be kept in full force and effect throughout the term of the Contract, shall be primary to and non-contributory to any insurance or self-insurance maintained by the MBTA, and shall require that the MBTA be given at least 30 days advance written notice in the event of any cancellation.
4. Commercial General Liability shall be written on an occurrence basis form, as opposed to a claim made basis form.
5. All such insurance as is required of the Contractor shall be provided by or on behalf of subcontractors to cover their operations performed.
6. At the inception date of this contract and throughout the term of the Contract, the MBTA shall be provided with certificates of insurance with MBTA named as additional insured and evidencing that such insurance policies, including required limits and sub limits are in place and provide coverage as required.

### **B. Automobile Liability Insurance**

The Contractor shall carry and maintain Automobile Liability Insurance covering the use of all vehicles: owned, leased, hired and non-owned, with limits not less than \$1,000,000 combined single limit.

1. Required insurance coverage specified above shall be placed with insurance companies licensed and/or authorized by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better.
2. Required insurance shall be taken out before the Contract is commenced and be kept in full force and effect throughout the term of the Contract, shall be primary to and non-contributory to any insurance or self-insurance maintained by the MBTA, and shall require that the MBTA be given at least 30 days advance written notice in the event of any cancellation.
3. Automobile Liability shall be written on an occurrence basis form, as opposed to a claim made basis form.
4. All such insurance as is required of the Contractor shall be provided by or on behalf of subcontractors to cover their operations performed.
5. At the inception date of this contract and throughout the term of the Contract, the MBTA shall be provided with certificates of insurance with MBTA named as additional insured and evidencing that such insurance policies, including required limits and sub limits are in place and provide coverage as required.

**C. Workers' Compensation Insurance.**

The Contractor shall carry and maintain Workers' Compensation Insurance, including Employers Liability Insurance as provided by Massachusetts General Laws, Chapter 152, as amended, covering all work and services performed under the Contract.

1. Employer's Liability requires the following minimum limits:
  - \$1,000,000 Each Accident for Bodily Injury by Accident
  - \$1,000,000 Each Employee for Bodily Injury by Disease
  - \$1,000,000 Aggregate Policy Limit for Bodily Injury by Disease.
2. The required insurances coverage specified above shall be placed with insurance companies licensed and/or authorized by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better.
3. Required insurance shall be taken out before the Contract is commenced and be kept in full force and effect throughout the term of the Contract, shall be primary to and non-contributory to any insurance or self-insurance maintained by the MBTA, and shall require that the MBTA be given at least 30 days advance written notice in the event of any cancellation.
4. At the inception date of this contract and throughout the term of the Contract, the MBTA shall be provided with certificates of insurance evidencing that such insurance policies, including required limits and sub limits are in place and provide coverage as required. Such insurance shall contain a waiver of any and all subrogation rights against the MBTA.

**D. Umbrella Liability Insurance**

The Contractor shall carry and maintain Umbrella Liability Insurance with limits not less than \$5,000,000 per occurrence and annual aggregate, covering all work and services performed under the Contract.

1. Such insurance follow the form of underlying insurance terms and conditions.
2. Required insurance coverage specified above shall be placed with insurance companies licensed and/or authorized by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better.
3. Required insurance shall be taken out before the Contract is commenced and be kept in full force and effect throughout the term of the Contract, shall be primary to and non-contributory to any insurance or self-insurance maintained by the MBTA, and shall require that the MBTA be given at least 30 days advance written notice in the event of any cancellation.
4. Umbrella/Excess Liability shall be written on an occurrence basis form, as opposed to a claim made basis form.
5. All such insurance as is required of the Contractor shall be provided by or on behalf of subcontractors to cover their operations performed.
6. At the inception date of this contract and throughout the term of the Contract, the MBTA shall be provided with certificates of insurance with MBTA named as additional insured and evidencing that such insurance policies, including required limits and sub limits are in place and provide coverage as required.

**E. Railroad Protective Insurance (Required if work is performed within 50 feet or railroad track).**

1. The Contractor shall furnish, with respect to the operations of the Contractor or any of the Contractor's Subcontractors performing within the Railroad right-of-way, broad form Railroad Protective Liability Insurance covering all work performed under this Contract in the amount of not less than \$5,000,000 per occurrence, \$10,000,000 aggregate combined bodily injury and property damage.
2. Such insurance shall be written on an occurrence basis.
3. The MBTA and applicable railroads shall be the named insureds on such insurance.
4. The Contractor shall furnish to the MBTA and railroad companies a signed original of the Railroad Protective Liability Policy prior to entry upon the railroad right-of-way.
5. Such policies shall provide 30 day notice to each named insured by the insurance company before any change or cancellation of the policies.
6. The required insurances coverage specified above shall be placed with insurance companies licensed and/or authorized by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better.

#### **F. Pollution Liability Insurance**

The Contractor or his designated Subcontractor shall carry Pollution Liability Insurance in an amount not less than \$1,000,000 per occurrence \$5,000,000 aggregate, for sudden and accidental and non-sudden and gradual occurrences arising out of the work being performed under this Contract including, but not limited to, all hazardous materials being identified under this Contract. This coverage may be provided on a claim-made basis.

1. The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the Disposal Facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in the amount of not less than \$3,000,000 per occurrence and \$6,000,000 annual aggregate, and shall also include liability for non-sudden and gradual occurrences in the amount of not less than \$5,000,000 per occurrence and \$10,000,000 annual aggregate.
2. The required insurances coverage specified above shall be placed with insurance companies licensed and/or authorized by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better.
3. Required insurance shall be taken out before the Contract is commenced and be kept in full force and effect throughout the term of the Contract, shall be primary to and non-contributory to any insurance or self-insurance maintained by the MBTA, and shall require that the MBTA be given at least 30 days advance written notice in the event of any cancellation.
4. All such insurance as is required of the Contractor shall be provided by or on behalf of subcontractors to cover their operations performed.
5. At the inception date of this contract and throughout the term of the Contract, the MBTA shall be provided with certificates of insurance evidencing that such insurance policies, including required limits and sub limits are in place and provide coverage as required. Certificates of Insurance shall clearly state that the hazardous materials exposure identified under this Contract is covered under these Pollution Liability Insurance Policies.
6. The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance containing the MCS90 endorsement for the liability arising out of the transportation of hazardous materials with an amount not less than \$5,000,000 per occurrence.

